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## University of Cincinnati & University Hospital & Christian R. Holmes Division and American Federation of State, County and Municipal Employees, AFL-CIO, Local 217 (1982)

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## **University of Cincinnati & University Hospital & Christian R. Holmes Division and American Federation of State, County and Municipal Employees, AFL-CIO, Local 217 (1982)**

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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# AGREEMENT

between

UNIVERSITY OF CINCINNATI

and

Local 217

of

AFSCME CINCINNATI

COUNCIL NO. 8

Effective  
OCTOBER, 1982

X 10/84

# **AGREEMENT**

**between**

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**and**

**Local 217**

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## **AGREEMENT**

### **ARTICLE I PURPOSE**

This agreement is entered into this 5th day of November, 1982, by and between the University of Cincinnati, University Hospital and Christian R. Holmes Division hereinafter referred to as the "University" and Local 217 of AFSCME, Ohio Council No. 8, and AFL-CIO, hereinafter referred to as the "Union."

It is the intent and purpose of this Agreement to provide for a better understanding between both parties, to establish a peaceful and reasonable procedure for the resolution of differences.

The male pronoun or adjective where used herein also refers to the female. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit as listed in the Appendix I.

### **ARTICLE II RECOGNITION**

A. The University recognizes the Union as the sole and exclusive collective bargaining agency for all employees, permanent full-time and permanent part-time, covered by this Agreement on matters of rates of pay and wages, where applicable, hours of employment, and other conditions of employment. The University will not recognize any other Union or Union-like organization as the representative for any AFSCME bargaining unit employees.

A permanent part-time employee is defined as one who works a regular weekly schedule of 20 hours or more but less than 40, and is paid on a regular bi-weekly basis.

- B. Employees covered by this Agreement are those in the classifications listed in Appendix I which is made part of this Agreement. Should any classifications be created wherein the Union is able to show a community of interest, the inclusion of these classifications in the bargaining unit is subject to negotiations between the University and the Union. If the University and Union cannot reach a mutual agreement relative to any new classifications within thirty (30) days after the date they were created, then the matter shall be referred to arbitration.
- C. There shall be no change and/or modification of positions represented by the Union under this Agreement without prior negotiation with the Union.
- D. Excluded from the bargaining unit are:
1. Clerical, other than at University Hospital.
  2. New employees still within their probationary period.
  3. Supervisory employees (those who hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, discipline, or responsibly direct employees, adjust their grievances, or effectively recommend any of these actions). For this purpose, employees holding positions that were formerly classified as crew leaders are not considered to be Supervisory employees.
  4. Employees with fiduciary or confidential responsibilities and those associated with Labor Union affairs (e.g. Personnel, Finance, Security, Secretarial) except the Centrex operator at Holmes, currently a member of the Union.

- 5. Work customarily performed by employees within the bargaining unit shall not be performed by supervisors or other personnel not included within the bargaining unit unless such work is deemed necessary for continued and efficient operation.
- E. The adjustment of wages for a particular classification represented by the Union is subject to negotiation except where governed by the Ohio Revised Code.
- F. An active employee of the University, who is excluded from the bargaining unit shall not serve as a Steward or represent employees in the bargaining unit, nor shall any employee represent any other employee whom he supervises.
- G. The right of individual employees to present their own requests or process their own grievances shall not be impaired by this Agreement.
- H. The University will provide the local Union President, once a month, with a current alphabetical listing of the employees in the bargaining unit who have had dues deducted from their paychecks; the list will indicate leaves of absence, terminations, resignations, promotions out of the Unit, or insufficient pay to cover dues deductions.
- I. A pamphlet provided by the Union will be distributed by University Personnel to bargaining unit members at the orientation for new hires.

### **ARTICLE III NO DISCRIMINATION**

- A. The provisions of this agreement shall be applied to all employees, without discrimination on the basis of sex,



sexual harassment, race, creed, marital status, age, national origin, physical handicap, political or Union activity.

- B. The University agrees not to interfere with the rights of its employees, as defined in Article II, to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the University or any of its agents against any employee because of Union membership or because of his acting as an officer or in any other bona fide activity on behalf of the Union.
- C. The Union agrees not to intimidate or coerce employees of the University into joining the Union or continuing their membership therein.

#### **ARTICLE IV UNION SECURITY AND CHECK OFF**

- A. The University, for such employees who are members of the Union, and who sign individual check-off dues authorizations furnished the University for such purpose, shall deduct from the pay each month the Union dues and promptly remit same to the Union. The current administrative charge for this service will be borne by the Union. The check-off authorization form is that found in Appendix II.
- B. The Union further agrees to save the University harmless from any legal action growing out of these checkoff deductions that may be instituted by an employee involved therein before a court, or any other body asserting or having jurisdiction, against the University and further agrees to reimburse the University for any financial payment adjudged by a court, or any other body asserting or

having jurisdiction, against the University as well as costs and expenses involved in defense of any such action as set forth in this paragraph.

- C. Union representatives shall be permitted reasonable access to work areas in order to conduct legitimate Union business, but only with prior approval by the Department Head or his authorized representative. The Union is permitted a reasonable number of stewards and will furnish their names to the Personnel Office at the time of their identification as Union Stewards. Further, the Union will post the current list of stewards and their designated area of responsibility. The University will participate in the adjustment of grievances. Time spent by the stewards in grievance handling will be paid for by the University. Stewards who lose time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time lost, provided this allowance is not abused. All stewards will be considered to be on a regular eight-hour shift as far as grievance pay is concerned. No steward shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his supervisor and notifying the supervisor of the work area being entered. No steward will be unreasonably denied the right to carry out her or his steward responsibilities. Any violations of this section will be the subject of labor-management meeting to be held within 48 hours of the alleged violation. If a resolution is not achieved at the labor-management meeting, then the alleged violation may be dealt with in accordance with Article VIII of this Agreement. Union representatives must secure permission from the Department Head, or his authorized representative, in order to contact any employee on University time.

**ARTICLE V**  
**WAGES,**  
**SUPPLEMENTARY BENEFITS**

The wages, benefits, and working conditions for employees covered by this Agreement shall be in accordance with resolutions passed by the Board of Trustees, except where governed by the Ohio Revised Code. There shall be no recommendations for changes in wages, benefits, and working conditions affecting such employees without prior negotiations with the Union. The wage schedules agreed upon for those in the unclassified service are those in Appendix III.

**ARTICLE VI**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the provisions of this Agreement, the management of the University and the direction of the working force, including the right to hire, promote, transfer, demote, lay off, discharge or discipline for cause in accordance with applicable policy regulations is the responsibility of the University. In addition, the work to be performed, the location of the work, the standards of performance, the methods or processes, the organization of departments and the amount of supervision, the decision to do or contract work are the responsibility of the University. It is further understood that nothing in this Agreement shall be construed as delegating to others, the authority conferred by law on any University official, or in any way abridging or reducing such authority. The above statement of management rights is understood to be descriptive and explanatory and is not restrictive.

## **ARTICLE VII NO STRIKE OR LOCKOUT**

It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action which will interrupt or interfere with the operation of the University. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, to bring about an immediate resumption of normal work. If for any reason there is a work stoppage of this nature, parties to this Agreement will maintain continuous communications in an attempt to resolve the dispute concerned. Union officers will exert a concerted effort designed to restore normal working conditions, after which formal negotiations will be pursued as appropriate to the condition concerned. Management agrees that it will not lock out employees, nor will it do anything to provoke interruptions or to prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of University services.

## **ARTICLE VIII GRIEVANCE AND DISCIPLINARY PROCEDURES**

### **A. Grievance**

A grievance is defined as a violation of this Agreement, Civil Service Laws or any other Law of the State of Ohio. Each written grievance must state the section of the Agreement where the violation has occurred and the remedy requested to settle the grievance.

A group grievance shall be one in which the facts and the provisions of the Agreement alleged to be violated are the same for each employee in the group. When the affected group is contained within one department the immediate supervisor will be notified that a group grievance may be filed. If satisfactory resolution is not reached within ten (10) working days of the notification, the group grievance shall be initiated by the Union President at Step Four (4).

1. Any employee having a grievance must take it up with his immediate supervisor outside the bargaining unit within five (5) working days of the time by which the employee becomes aware of the alleged grievance. The supervisor must attempt to adjust it and render a decision within three (3) working days after receiving notice of the grievance. If the employee wishes to carry his grievance to the next level, he must initiate each step within five (5) working days of the receipt of the decision being appealed.
2. If the employee is not satisfied with this decision, the grievance shall be reduced to writing and submitted by the employee together with a Steward to the next level of supervision. The Supervisor shall investigate the grievance and render a written decision within five (5) working days of the receipt of the written grievance.
3. If the grievance is not settled at the Step Two (2) level, the grievance, along with the decision may be presented to the Director or Assistant Administrator who shall investigate the grievance and render a written decision within five (5) working days of the receipt of the written grievance. If either the Union or the University requests a meeting to enhance the

grievance investigation, it shall be granted within the above-mentioned five (5) day period. Should a meeting be held, the written response will be rendered within five (5) working days of the meeting.

4. If the grievance is not settled at the Step Three (3) level, it may be presented in writing to the University Director of Personnel or the designated representative. A meeting will be scheduled within five (5) working days of receipt of the written grievance and will include the grievant, a Union Staff Representative, a Steward, a Union official, administrators directly involved in the grievance and witnesses deemed to have information relevant to the grievance. All employees' names are to be submitted to the Office of Employee and Labor Relations three (3) days in advance of the meeting to allow for releasing the designated employees from their work responsibilities during the scheduled meeting. If a written decision is not rendered within eight (8) working days of the meeting, then the grievance will automatically be referred to the next step.
5. If the grievance is not resolved as provided in Section four (4), the Union may present the issue to the arbitration procedure.

Grievances not answered within the time limits prescribed in Sections 1, 2, and 3 shall automatically advance to the next step unless such time limit is extended by mutual agreement.

Supervision will render a grievance decision within the prescribed time limits, and coordinate with the Labor Union Representative regarding any difficulties experienced.

The party requesting arbitration must notify the other party in writing within twenty (20) days of the receipt of the written decision rendered at Step Four (4).

In the event the matter is submitted to arbitration, the arbitrator shall be appointed by mutual consent of the parties hereto, within seven (7) days after arbitration is invoked.

If the parties cannot agree, they shall, by joint letter, solicit a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.

The employer shall first strike a name, thereafter, each side shall alternately strike a name from the list until one remains.

Reasonable attempt shall be made by the parties to construct and jointly submit the issue(s) to be arbitrated. Any grievance submitted to arbitration shall be heard as soon as possible.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and arguments.

Expenses for arbitration service and proceedings shall be borne by the employer and the Union. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any University employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearing for those hours they would have been scheduled to work. The arbitrator shall

have no power to add to or subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto. Any difference arising incidental to negotiations of terms of a new Agreement or modification or amendment to this Agreement shall not be subject to arbitration.

Either party may have a verbatim record made of the proceedings at its own expense providing it makes copies available without charge to the other party and the arbitrator.

6. An employee who believes he is not properly classified or who believes he is working outside his classification should discuss the matter with his supervisor. If an agreement is not reached, the employee may submit a request for a study to University Personnel. Such request shall specify where his work assignment or job description is allegedly in error.

A representative of the Personnel Department will contact the employee and his supervisor to discuss the job assignments and work being performed by the employee. The representative of the Personnel Department shall make every attempt to schedule and render a written decision to the employee and the supervisor concerning the proper classification of the employee within thirty (30) days of receipt of the written request.

An appeal of this decision shall be initiated at Step Four (4) of the grievance procedure.

## **B. Discipline**

1. An employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct,



insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in his job.

Charges which may lead to an Administrative Hearing must be brought against an employee for an alleged infraction within five (5) working days of the time by which the employer becomes aware of the alleged infraction. It is understood that the charges may be for a series of events that could have occurred prior to the latest event and is of the same nature.

2. Procedure: No employee shall be disciplined (except for failure to qualify at the end of his probationary period) without a hearing by the Head of his Department or designated representatives, unless the employee specifically waives it in writing, except as provided in this article. In such cases, a copy of this letter shall be attached to any disciplinary papers resulting from the incident leading to the hearing and forwarded to the Union office. The purpose of the hearing is to investigate the facts and issues relating to the charges.
3. At this hearing, the employee shall have the right to be represented by the Union or a representative of his choosing; however, a representative may not be employed by another Union or Union-like organization. It is the responsibility of the official issuing the charges to ascertain the wishes of the employee in this matter before the date of the hearing.

The employee shall be presumed to be innocent and the burden shall be on the employer to show fault by

the evidence presented at the hearing. The employee or his representative shall have the right to file a written answer to the charges at the time of the hearing; the right to confront and question the accuser; the right to call and examine witnesses in the employee's behalf; and, upon the written consent of the employee, the right to have all pertinent records made available.

4. Possible Disciplinary Actions:

- a. Oral reprimand.
- b. Written reprimand.
- c. Reduction of pay to the next lower step within the pay range for a specified period of time.
- d. Suspension up to thirty (30) calendar days.
- e. Demotion.
- f. Dismissal.

5. A classified employee may appeal a dismissal, reduction or suspension of more than three (3) working days to the State Personnel Board of Review by filing an appeal, in writing, within ten (10) days after the order of the appointing authority has been filed with the State Personnel Board of Review.

6. In cases of dismissal, the employee is entitled to payment of all wages due him.

7. Absence from duty by an employee for three consecutive working days without any explanation within

that period, or his failure to return from leave of absence after the leave has expired or been revoked, shall in each case be deemed a dismissal. The explanation referred to above must be made to the employee's immediate supervisor. If within ten days after the last day of actual work prior to the unexplained absences the employee should furnish to the appointing authority a satisfactory explanation of his absence, the entry of dismissal may be set aside.

Furthermore, an employee may request a hearing in accordance with the provisions of Article VIII, Section A, if not satisfied with the decision of the immediate supervisor.

8. Written reprimands may be issued without the necessity for a hearing as outlined above. Such reprimands may be subject to the grievance procedure. A space will be provided on the written reprimand for the employee to sign if he or she desires that a copy be sent to the Union. Disciplinary actions will not be used after two (2) years in future disciplinary actions unless for the same offense in which case reprimands will not be used after three (3) years.
9. Disciplinary action will be initiated no later than thirty (30) calendar days following the latest infraction of the event(s) upon which the disciplinary action is based. It is understood that this may be a series of events that could have occurred prior to the latest event and is of the same nature.
10. Employees may appeal a dismissal (except for dismissal during the probationary period), or any suspension, with the concurrence of AFSCME, by

requesting an appeal in writing to the Personnel Office within five (5) working days of the Certified mailing or personal delivery of written notification of such disciplinary action. If the fifth day falls on a Saturday, Sunday, or University recognized holiday, the final succeeding regular workday shall be considered to be the fifth day. This appeal shall be heard at Step Four (4) of the grievance procedure. Appeals of this decision shall be heard by an arbitrator who shall be chosen as provided in Article VIII, A5, and the decision will be final and binding on both parties.

It is further agreed by the Union that the employees covered by this Agreement shall make an exclusive "Election of Remedy", of either of the two (2) appeals available: 1) a grievance as listed above or 2) an appeal to the Personnel Board of Review, but not both. Such choice of remedy will be made in writing by the employee affected, on a form supplied by the Union. The Union will support only the employee's "Election of Remedy."

11. Appeals of disciplinary actions, pursuant to Article VIII, B10, shall be heard by a single arbitrator from a permanent panel of five (5) arbitrators. Cases shall be assigned to members of the permanent panel in rotation in accordance with the alphabetic order of last names of the members of the panel. The permanent panel shall be selected from a list of twenty-one (21) arbitrators submitted by the Federal Mediation & Conciliation Service. First the Union and then the University shall strike a name from the submitted list, and shall continue alternately to strike until the names of the permanent panel of five (5) remain. Either party may, upon written notice to the party, remove one (1) arbitrator from the permanent panel.

A replacement shall then be selected from a list of five (5) arbitrators submitted by the Federal Mediation & Conciliation Service in the same manner used to select the original panel except the party removing the arbitrator from the permanent panel shall strike the first name. The replacement shall assume the position of the arbitrator he/she replaces in the rotation sequence.

The payment of arbitration expenses and limitation upon the powers of the arbitrator as stated in Article VIII, A5, shall apply to arbitrators in disciplinary procedures as outlined in Article VIII, B11.

12. The legitimate use of paid sick leave as provided under Article 124.38 ORC, shall not lead to a disciplinary action.

## **ARTICLE IX FILLING OF VACANCIES**

- A. Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled insofar as practicable by the promotion of present employees.

Vacancies will be filled within fifteen (15) days when possible.

- B. An employee failing his probationary period on promotion must be restored to his previous classification. His salary step is that which he would have been on had he remained in the lower classification.

- C. An employee who is promoted as a result of an open competitive examination and who fails his probationary period will be returned to his former position or one of like status and pay.
- D. Seasonal employees have preference for permanent employment in the same classification. When a permanent position is to be filled, the Seasonal with the highest performance rating in the department having the vacancy will be appointed. Where performance ratings are equal, the seasonal with the most seniority, measured in days of paid employment, will be appointed to fill the permanent position.
- E. An employee who has resigned in good standing may be reinstated if a vacancy exists in the same or similar classification within one year of the date of his resignation. Reinstatement will not be approved if:
  - 1. A lay-off recall list exists in the classification.
  - 2. The department has seasonal employees in the classification.
  - 3. A promotion examination list exists for the position.
- F. An employee wishing to transfer within his classification from one department to another may request it in writing to the Personnel Department. An employee who is denied a transfer from one department to another shall be given a reason why the transfer was denied in writing. If the University's action is based in whole or in part on portions of the employee's work record, such portions of the employee's record will be made available to the Union for inspection upon consent of the employee.

An employee wishing to transfer from one assignment to another assignment within his departmental classification may make such a request in writing to his department. When a vacancy occurs in the requested assignment, the senior employee with a written request on file will be reassigned. A written request for change in assignment within a departmental classification will be honored for one year unless withdrawn or refused when offered. Such an assignment can be granted only one time in a consecutive twelve (12) month period.

- G. If the number one employee on a promotional list of at least two names is not selected for the position in question, the University of Cincinnati shall set forth in writing the reasons for the rejection of the employee. A copy shall be furnished to the Union at the request of the employee.

## **ARTICLE X LAY-OFF AND RECALL**

### **A. For Unclassified Bargaining Unit Positions.**

1. When it becomes necessary in any department, through lack of work or funds to reduce the number of employees in a given classification, contract employees, casuals, student, emergency, provisional, temporary, seasonal and probationary permanent employees shall be laid off first, in that order.
2. Permanent employees shall be laid off next, with the employee having the least seniority measured in days of paid employment with the University of Cincinnati laid off first.

3. If a reduction is necessary in the number of employees in a classification normally filled by promotion, the employee with the least seniority in the classification will be demoted rather than laid off. Thereafter, the lay-off procedure of Section "B" will apply.
4. Seasonal employees shall be laid off pursuant to established Civil Service procedure.
5. The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority for a period not to exceed one year. According to their standing on such a list, they shall have the prior right to recall to any vacancy in the same department and classification or equivalent classification. The names of Seasonal employees shall follow the names of permanent employees on the recall list.
6. The University and the Union recognize the principle of seniority.

An employee shall lose his seniority if he:

- a. Quits or resigns and is not reinstated within one year.
- b. Is discharged for cause.
- c. Is laid off for a period of more than twelve (12) consecutive months.

The Union will annually (January) be provided with a seniority list by classification and University appointment.



- B. Lay off and recall of classified bargaining unit employees will be as provided in the Ohio Revised Code, 124.32.
- C. Employees covered by this agreement are also covered by the applicable provisions of the Unemployment Compensation Laws of the Federal Government and the State of Ohio.
- D. If it becomes necessary to lay off full-time permanent employees for any reason at one unit of the University, such employees, provided they are qualified, will be offered available work at other units before new employees are hired.

## **ARTICLE XI**

### **HOURS OF WORK AND OVERTIME**

- A. The regular work week shall consist of forty (40) hours, five (5) days of eight (8) hours each. (In departments where there is a continuous operation and the employees rotate their work shift, it may be necessary to also rotate their off-days).
- B. Hours worked in excess of forty (40) hours per week shall be paid at the appropriate overtime rate.
- C. Work performed on the employee's sixth day or on the rotating shift, employee's first day off, shall be compensated for at time and one-half, unless the employee has not been in a pay status for forty (40) hours that week. In such cases, he receives straight time for the first forty (40) hours of the week, and time and one-half for the balance.
- D. Time not worked but paid for because of a holiday, vacation, jury duty, sick pay as provided in Article XVI, or

Union Leave shall be considered as time worked for purposes of "pay status."

- E. Employees who are scheduled to work on a holiday shall be compensated in pay at time and one-half for hours worked. In addition, they will receive straight time compensation for the holiday.
- F. If an employee is scheduled to work overtime, but reports sick, his scheduled overtime is cancelled, and no sick leave with pay or any other pay is given for the overtime period.
- G. Employees who must continuously monitor their duty station shall have a one-half hour lunch period built into their eight (8) hour shift, and this lunch period shall be scheduled as close to the middle of the work shift as possible. It is understood that such employees are on duty while eating and may have to respond to duty requirements. Where the number of employees permits, efforts will be made to allow uninterrupted meal breaks.

There shall be a minimum of one-half hour lunch period without pay for all regularly scheduled employees.

- H. Whenever an employee is called in to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed four (4) hours call back pay at the straight rate of pay or the appropriate overtime pay for the actual hours worked; whichever results in the greater financial advantage for the employee. It is understood that any work performed prior to the start of the regular shift or following the end of the regular shift, so that no extra travel to and from work is required, will be paid at the appropriate overtime rate.

- I. Management will attempt to distribute overtime as evenly as possible among employees in the appropriate classifications who are qualified to perform the necessary work within an operational unit. A voluntary overtime rotating list shall be established by job classification seniority. All voluntary overtime hours worked shall become part of the rotating list. When an employee declines a voluntary overtime request, his name shall be moved to the bottom of the list. The overtime list shall remain posted.
- J. Work schedules will be posted, and where possible, they will be posted four (4) weeks in advance. Before change in the regular schedule is made, forty-eight (48) hours' notice will be given except in cases of emergencies or special maintenance operations. In no event shall any employee have a regular work schedule of more than seven (7) consecutive days. When operation requirements permit, every effort will be made to schedule consecutive days off.
- K. University Hospital bargaining unit employees working rotating relief shifts may request shift relief preferences in writing to the Departmental Supervisor. Supervisors will accommodate employees' preferences in accordance with needed classification first by classification seniority, then by departmental seniority before assigning from remaining staff.
- L. When an employee paid under salary Schedule A and B of Section 124.15 of the Ohio Revised Code, who is not overtime exempt, is required by an authorized administrative authority to be in an active pay status for more than forty (40) hours in any week, he shall be paid at the appropriate overtime rate.
- M. The employee may elect to take compensatory time off in lieu of overtime pay at the appropriate conversion rate, at a time mutually convenient to the employee and his ad-

ministrative supervisor within one hundred and eighty (180) days after such overtime is worked.

- N. When an employee paid under salary Schedule A and B of Section 124.15 of the Ohio Revised Code, who is not overtime exempt, is required to work on a day designated as a holiday by Section 124.19 of the Ohio Revised Code, he shall be paid at the appropriate overtime rate in addition to his regular holiday pay.
- O. An employee covered under the provisions of Paragraph N. above may elect to take compensatory time off at time and one-half. Compensatory time must be taken within thirty days of the holiday.

## **ARTICLE XII**

### **SHIFT DIFFERENTIAL**

- A. Employees assigned to a shift ending between 6:01 p.m. and midnight, 12:01 a.m., shall receive shift differential of thirty (30) cents per hour for the entire shift.
- B. Employees assigned to a shift ending after 12:01 a.m. and before 8:00 a.m., shall receive shift differential of forty (40) cents per hour for the entire shift.
- C. If circumstances require an employee or crew to be assigned to special shift work, the differential shall be paid, starting with the first day of such assignment. Each person is to be scheduled no more than two (2) different work shifts in one (1) week.
- D. Licensed Practical Nurses at University Hospital shall receive fifteen (15) cents per hour shift work in addition to

the thirty (30) cents and forty (40) cents referred to in Sections A and B of this Article.

- E. Employees whose shift starts prior to 7:00 a.m. shall be paid 3rd shift differential for all hours up to 7:00 a.m.

### **ARTICLE XIII HOLIDAYS**

- A. Employees are entitled to ten paid holidays.

1. The first day of January (New Year's Day)
2. The third Monday of January (Martin Luther King Day)
3. The thirtieth day of May (Memorial Day)
4. The fourth day of July (Independence Day)
5. The first Monday in September (Labor Day)
6. The eleventh day of November (Veteran's Day)
7. The fourth Thursday in November (Thanksgiving Day)
8. The fourth Friday in November (the day after Thanksgiving)
9. The twenty-fifth day of December (Christmas Day)
10. The day before or after Christmas

- B. If the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, if it falls on a Sunday, it will be observed on the following Monday.

### **ARTICLE XIV PYRAMIDING**

Any overtime or premium pay set out in this Agreement shall not be pyramided. Employees shall receive either daily or weekly overtime or premium pay, whichever is greater, but not both.

## ARTICLE XV VACATIONS

A. All permanent full-time Classified employees accrue annual vacation according to their number of years of service with the State of Ohio or with any of its political subdivisions. In case of transfer from one Ohio public agency to the University all vacation taken or paid for by that agency shall be charged against vacation credits at the University.

1. Employees who most recent date of hire was before July 1, 1977, accrue vacation as follows:

<u>Length of Service</u>	<u>Vacation Accrual</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Accrual</u>
Less than one year	No. Vac.	3.08 Hrs.	10 Days (80 Hrs.)
One year but less than 5 years	10 Days (80 Hrs.)	3.08 Hrs.	30 Days (240 Hrs.)
5 years but less than 10 years	13 Days (104 Hrs.)	4.00 Hrs.	39 Days (312 Hrs.)
10 years but less than 15 years	18 Days (144 Hrs.)	5.54 Hrs.	54 Days (432 Hrs.)
15 years but less than 25 years	22 Days (176 Hrs.)	6.77 Hrs.	66 Days (528 Hrs.)
25 years or more	25 Days (200 Hrs.)	7.70 Hrs.	75 Days (600 Hrs.)

NOTE: Permanent part-time employees receive pro-rated vacation based on the above schedule.

2. State Classified employees hired July 1, 1977 or thereafter, accrue vacation as follows:

<u>Length of Service</u>	<u>Vacation Accrual</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Accrual</u>
Less than one year	No. Vac.	3.08 Hrs.	10 Days (80 Hrs.)
One year but less than 8 years	10 Days (80 Hrs.)	3.08 Hrs.	30 Days (240 Hrs.)
8 years but less than 15 years	15 Days (120 Hrs.)	4.62 Hrs.	45 Days (360 Hrs.)
15 years but less than 25 years	20 Days (160 Hrs.)	6.16 Hrs.	60 Days (480 Hrs.)
25 years or more	25 Days (200 Hrs.)	7.70 Hrs.	75 Days (600 Hrs.)

- B. An employee reinstated from retirement to his former position receives current vacation based on service in the previous vacation year, and retains credit for service prior to retirement for purposes of computing longevity vacations.
- C. Seasonal employees who are made permanent receive vacation credit for service which lead directly into a permanent appointment, including service broken by lay-off, regardless of the year in which the service was rendered. A seasonal who refuses recall to work loses credit for service previously rendered. In no case under this section can vacation credit exceed ten (10) days in any one year.
- D. Selection of available vacation time shall be by seniority of employees within their classification. If two or more

employees have the same classification seniority, their department seniority date shall be the determining date. If this date is also the same, then their hiring date shall determine the selection. If this date is also the same, then the employees shall be listed in alphabetical order for seniority purposes.

Selection of first choice of available vacation time will be by seniority of those employees within their classification until all employees within the classification have chosen one time. This procedure will repeat for second, third, etc., choices.

- E. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employees' leave balance.

Upon separation from University service, an employee shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three years.

Accrued untaken vacation pay up to a maximum of three years of deceased employees will be paid to their estate.

- F. For the purposes of determining how many years of service an employee has, employment with any State agency or any political subdivision of the State is counted. Time spent on military leave or any other authorized leave of absence is also to be counted.

Part-time service is counted for the purpose of determining length of service, but an employee must be working on a full-time basis to actually earn vacation credit except as provided in A1.



- G. Days designated as holidays are not charged to vacation leave regardless of the day of the week on which they occur.
- H. Vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.
- I. No employee will be credited with vacation while working on a part-time appointment except as provided in A1.
- J. The vacation schedule for permanent full-time Unclassified employees is as follows:

<u>Length of Service</u>	<u>Vacation Accrual</u>	<u>Accrual Per Pay Period</u>	<u>Maximum Accrual</u>
Less than one year	No. Vac.	3.70 Hrs.	12 Days (96 Hrs.)
One year but less than 5 years	12 Days (96 Hrs.)	3.70 Hrs.	36 Days (288 Hrs.)
5 years but less than 10 years	14 Days (112 Hrs.)	4.31 Hrs.	42 Days (336 Hrs.)
10 years but less than 15 years	19 Days (152 Hrs.)	5.85 Hrs.	57 Days (456 Hrs.)
15 years but less than 25 years	23 Days (184 Hrs.)	7.08 Hrs.	69 Days (552 Hrs.)
25 years or more	26 Days (208 Hrs.)	8.00 Hrs.	78 Days (624 Hrs.)

- K. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the University, their vacation leave preferences for the upcoming fiscal year of July 1 through June 30, and

promptly thereafter a written vacation schedule (by Departments) will be prepared by the University (and written confirmation given to each employee) with priority given to employees by classification seniority. Once the department vacation schedule is determined, it shall not be changed without the consent of the involved employee(s).

- L. The University will provide its employees their vacation pay in advance of vacation departure providing the employee notifies his Departmental Supervisor in writing one week in advance of scheduled vacation.
- M. After one full year of service employees may, with supervisory approval, use vacation credit as accrued. This approval shall not be unreasonably denied.

## **ARTICLE XVI SICK LEAVE**

- A. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime, and sick leave, but not during a leave of absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate.
- B. Employees reinstated to their former position, re-called from lay-off or who re-enter University employment within ten (10) years shall be credited with any accumulated sick leave balance remaining at the end of their previous service. No prior credit is given if the employee was out of service more than ten (10) years.
- C. Employees who enter the University service who have accumulated sick leave with other agencies will have such

sick leave credited as provided in the Ohio Revised Code, 124.38.

D. Sick leave credit can be used with the approval of the department, in any of the following instances:

1. Illness or injury of the employee or a member of his immediate family.

Absences for sickness in the immediate household will only be allowed when an employee's presence at home is absolutely essential. The burden of proof will be on the employee as to the essential nature of the absence. If medical attention is received, a doctor's certificate stating the nature of the illness will be required. Extension beyond one day will be approved only in case of critical illness, except in case of an official quarantine. When an employee wishes to stay home because of illness in the family, but does not qualify under the above, vacation credit may be used.

2. Death of a member of his immediate family (sick leave usage limited to five (5) working days).
3. Medical, dental, or optical examination or treatment of employee or a member of the immediate family.
4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.

Definition of Immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

The University will seek a ruling whether the use of one day's sick leave for the death of any other family member is legal.

6. Sick leave conversion on retirement as provided by Ohio Revised Code, 124.39.

- E. Parties to this Agreement have agreed to cooperate in programs designed to eliminate unnecessary absenteeism and sick leave abuse. It is to the benefit of each employee to conserve his sick leave as insurance against the effects of long-term illness on both himself and his family.
- F. The sick leave balance for each employee will be made available on a bi-weekly basis in the work area.
- G. An employee returning from paid sick leave or employee returning from unpaid sick leave will be reinstated to a position of like seniority, status, and pay in compliance with Ohio Revised Code. Every effort will be made to place the employee in the same assignment and on the same shift he held at the beginning of the leave. This section shall apply only to those employees who have completed their probationary period before the start of such leave.

## **ARTICLE XVII OTHER LEAVES**

### **A. Military**

- 1. An employee ordered for pre-induction physical shall be given time with pay for this purpose by showing his order to his department head. Time taken for periodic physicals for reserve status training is not pay time.**
- 2. Regular full-time employees who are members of any military reserve component are entitled to leave of absence for such time as they are in the military service on field training or active duty for periods not to exceed thirty days per calendar year with no loss of pay. Such a leave must be granted by the department head after seeing orders from proper military authorities. Military training leave does not apply to short repetitive periods of military service.**
- 3. An employee who enters military service, must show his supervisor his military orders to active duty. Such employees should keep their money in the retirement system if they expect to return. Any employee who has been employed by the University and enters military service as a draftee, or on first enlistment, is entitled by law to restoration of his job if he reports within ninety (90) days after separation with an honorable release from active duty, or release from hospitalization due to in-service injury or illness continuing after release from active duty for a period of not more than one year. Reservist and National Guardsmen on active duty for initial training for three to six months have thirty-one (31) days after honorable release from training duty or discharge from**

hospitalization incidental to training in which to apply for restoration. This restoration must be made within thirty (30) days after the request is filed. An employee other than a former probationary employee shall be restored to his former title and to the salary step that he would have achieved. In any event, return to work shall be consistent with Title 38, Chapter 43 of the United States Code.

An employee who enters military service during his probationary period shall be credited with days worked toward the completion of that probationary period. However, upon return from military service, he must complete the probationary period. He shall be restored to his former title and his salary shall reflect all salary adjustments to his former rate granted during military leave. Upon completion of the probationary period, he will then be advanced to the salary step that he would have achieved according to Section 9 of the Universal Military Training and Service Act.

## **B. Court Appearances**

Court leave shall be granted with no loss of pay to an employee for the period he/she must serve on a jury or appear in any court of the United States, State of Ohio or political subdivisions as a witness on behalf of the University. Such employee shall deposit his/her jury fee with the University Payroll Office through the department.

An employee will advise his/her supervisor of their possible jury duty or official summons at the time of receipt of the notification. Employees will honor any subpoena issued to them, including official notices for Worker's Compensation, Unemployment Compensation and Board of Review hearings.'

Employees subpoenaed to appear in court for reasons other than jury duty or University business are not paid, however, their time off may be charged to vacation, compensatory time or taken without pay.

An employee who is required to serve as a witness on behalf of the University or juror during his/her off-duty hours will have their work schedules changed to coincide with the hours of court responsibility.

- C. At the request of a Labor Union official, a leave of absence without pay for no more than a ten (10) day period should be granted to an employee selected for a Union office, employed by the Union, or required to attend a Union convention, or perform any other function on behalf of the Union necessitating a suspension of active employment; providing supervisory is notified at least ten (10) working days in advance of the leave. Every effort will be made by the Union to give as much advanced notice as possible to supervision. If such ten (10) day notice cannot be given, every effort will be made to release such employees.

A leave of absence for not more than one year without pay will be granted an employee to work in the Union office at the request of a Union official.

### **ARTICLE XVIII HEALTH INSURANCE**

All full-time permanent employees of the University of Cincinnati are eligible for health insurance.

- A. The University of Cincinnati has a Comprehensive 365-Day Usual, Customary, and Reasonable (UCR)

**Medical Insurance Plan.** Both single and family coverages are available. Eligible family members include spouse and unmarried dependent children to age 25. The insurance includes a \$2.00 deductible prescription rider, a diagnostic rider, an emergency care rider, and an extended care facility rider; The insurance pays full maternity benefits for female employees single or family coverage and for spouses covered under a family plan.

The major medical provisions provide for 80% U.C.R. reimbursement of covered expenses after the annual individual deductible of \$100 per person (\$300 per family) has been satisfied, recognizes the first \$30 per visit charged for out-patient psychiatric services to a \$1,500 annual reimbursement limit, and has a lifetime maximum of \$500,000.

Although the application for insurance is filled out at the time of appointment, membership in the University of Cincinnati group will not become effective until the first on the month following the completion of four months of continuous full-time service.

- B. Employees who are members of the Blue Cross/Blue Shield by virtue of prior employment elsewhere, must pay Hospital Care Corporation direct until eligible to join the University group.

**EXCEPTION:** A family contract in the name of one spouse can be transferred to the name of the other spouse at any time, assuming completion of the required four-months service. A person who resigns and then is reinstated and/or a returning veteran can pick up their insurance coverage on the first of the month following their return, provided they were a member at the time of separation. If a person was appointed seasonal or temporary, and then



given a permanent appointment in the same classification, this service will be counted in determining the required four-month waiting period. No other prior service, such as emergency or student employment will be counted.

An employee must apply at least two weeks in advance if he wishes to:

1. Transfer from direct billing
2. Transfer from another employer
3. Add members
4. Drop members
5. Change from single to family
6. Change from family to single

If an employee is absent without pay for more than one calendar month, for any reason other than injury on the job for which State Worker's Compensation is paid or as provided below, the employee is responsible for the employee's own premium fees. It is the responsibility of the operating department to notify the Benefits Division and PERPS of such extended leaves.

The Benefits Division will, at the employee's request, continue the employee as a member of the group if the employee pays the premium. If the employee discontinues the coverage during such a period, the employee cannot renew group membership until the first of the month following reinstatement.

The University will pay the premiums for employees who are on sick leave with pay and for employees on medical/disability leave without pay for one year, provided the employee is enrolled in the medical plan through the University of Cincinnati at the start of such leave.

- C. Retired Cincinnati City Retirement System employees and their families shall receive, in addition to other benefits of the retirement system, paid-up hospital and surgical insurance coverage. The over-65 retiree, in addition to this coverage, shall be covered by Part B of Medicare, with the full cost being paid by the City Retirement System if covered as an employee. This benefit shall also apply to persons receiving the benefits of a retirement optional allowance.

The University shall not be held liable if the Cincinnati City Retirement System alters these provisions.

- D. Each full-time employee of the University shall have the option of subscribing to the Health Maintenance Plan (HMP). Employees enrolling in the Health Maintenance Plan will be responsible for paying the difference in costs between the University Insurance program and those of the Health Maintenance Plan. The University is not responsible for paying any more toward a Health Maintenance Plan than is paid for a negotiated insurance plan. This option may be exercised only once a year at the designated time. The one-year coverage as noted in B, is applicable to those on the HMP, the differential to be paid by the employee.
- E. Life Insurance. The University of Cincinnati will pay the full cost of basic term life insurance equal to the annual base salary for all full-time employees. In addition, each full-time employee will have the option of purchasing an additional 50% of their annual base salary (supplemental insurance) with the University paying one-third and the employee paying two-thirds of the premium. For those employees participating in the additional 50% supplementary insurance, the University will pay full premium for

dependent term insurance (\$5,000 for spouse and \$1,000 for each child to age 19). Employees who purchase supplemental insurance may purchase and pay the full premium cost of additional optional term insurance in one-half times salary increments to a maximum equal to one and one-half times their annual base salary. Employees who wish this Optional Insurance coverage must provide evidence of insurability to the University and to the Carrier.

The University will continue to full payment of its basic life insurance premiums for a period of one year after the employee begins a medical leave of absence without pay. The employee may pay premium costs to the Benefits Division to maintain Supplemental and Optional Life Insurance. The life insurance provides an Accidental Death and Dismemberment rider for each full-time employee.

- F. **Dental Insurance.** Permanent full-time employees are eligible to participant in the University-sponsored group dental plan. Both single and family coverages are available and the University pays the full cost of this benefit. Employees enroll for single or family coverage through the Benefits Division. Employees coverage will be effective the first of the month following completion of four months of continous full-time service with the University.

The basic features of the dental plan are a \$50 deductible per participant each calendar year (\$150 per family), 80% reimbursement of reasonable charges for preventive maintenance treatment, 60% reimbursement of reasonable charges for major treatments and a \$500 maximum reimbursement each calendar year per participant.

Eligible family members include spouse, unmarried dependent children to age 19, or to age 25, provided they are full-time students.

If an employee is absent without pay for more than one calendar month for any reason other than illness or injury, the employee is responsible for Dental Insurance premium fees. It is the responsibility of the operating department to notify the Benefits Division and PERPS of such extended leaves.

The University will pay the applicable dental premiums for employees who are on sick leave with pay and for one year for employees on medical/disability leave without pay, provided the employee is enrolled in Dental Insurance through the University of Cincinnati at the start of such leave.

The Benefits Division will, at the employee's request, continue the employee on other leaves as a member of the group if the employee pays the premium. Should the employee discontinue the coverage prior to or during any leave, the employee cannot renew group membership until the first of the month following reenrollment.

## **ARTICLE XIX PENSION PLAN**

- A. Membership in the City of Cincinnati Retirement or Public Employees Retirement System is required of all full-time permanent employees covered by this Agreement.
- B. A payroll deduction, as determined by the appropriate retirement system, is deducted from each paycheck. The money is placed in a special fund, and will be returned upon application, if the employee is separated from service.
- C. Details regarding the City Retirement System plan or Public Employees Retirement System are available in booklet form and may be secured from the Personnel Office or a Labor Union Business Agent.

## **ARTICLE XX**

### **WAGES**

**A. The Items upon which the wage bargaining for Unclassified employees shall be based are:**

**1. Cost of living data.**

- a. Local area consumers price indices as furnished by the Bureau of Labor Statistics for the latest complete twelve (12) month period.**
- b. Bureau of Labor Statistics food indices for the latest twelve (12) month period available at the time of negotiations.**

**2. Improvement factor.**

- a. Improvements in the standard of living.**
- b. Improvements in job efficiency.**

**3. National and local wage surveys.**

- a. Bureau of Labor Statistics "family of four" budget estimates.**
- b. List of local companies to be used for wage rate comparisons.**
- c. Prevailing Union wage scales in currently comparable cities within a 500 mile radius where no local parallel exists for comparison of job classification.**

**4. Such other items or issues as may be introduced during negotiation meetings or conferences.**

## **B. Wage Increases**

Effective November 5, 1982 and October 30, 1983, wages for Unclassified bargaining unit employees shall be increased as detailed in Appendix III.

- C. Pay scales for Unclassified employees usually include steps, with merited salary advancement on an annual basis until the maximum is reached. At University Hospital, annual merit salary step-ups may become effective only on the Sunday nearest the first day of January, April, July, or October. When the first is on Wednesday, the preceding Sunday is used. All salary advancements are dependent on satisfactory performance ratings for the period concerned. Steps for Classified employees will be as provided in the Ohio Revised Code.
- D. Unclassified employees identified not to receive a pay increase will be so notified in sufficient time to process a grievance according to Article VIII. Employees denied a scheduled pay increase will be reconsidered for that pay step three (3) months later.
- E. Employees who are rehired after discharge or resignation may be restored to the relative pay step held at the time of resignation, but are considered as new employees for purposes of attaining future step-ups.
- F. When, because of physical or other disability, an employee is unable to perform the duties of this position, but is qualified for service in another classification, he may be reassigned to another classification at the same rate of pay if the new classification contains such a rate of pay; otherwise, at a lower rate of compensation than his current compensation. If an employee desires, he may

continue to pay his retirement contribution on the basis of his higher previous salary, and, upon retirement receive credit for that salary if permitted by the appropriate retirement system.

## **ARTICLE XXI HEALTH AND SAFETY**

- A. It is the responsibility of every department to provide adequately safe working conditions, tools, equipment, and work methods for its employees. The foreman or supervisor must correct unsafe conditions promptly. He/she must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety equipment provided by their supervisor and to follow all the safety rules and safe working methods recommended for their safety.
- B. In the event of an on-the-job injury, the immediate supervisor must seek prompt medical attention, prepare an injury report and forward the report to the Personnel Office. The University physician will estimate necessary time off and report to the Personnel Office.
- C. If an employee incurs medical expenses or loses work time as a result of a work-related injury and wishes to file a Workers' Compensation Claim, he should contact Hospital Safety if employed by University Hospital or if employed elsewhere in the University, contact Employee and Labor Relations for obtaining the appropriate claim application form(s). After completing the form, the employee returns it to the office from which it was obtained. Upon the request of the employee, a copy of the completed claim application form will be provided to the Union.

- D. In the interest of employee, University, and/or public welfare, supervisors may schedule employee medical examinations as necessary to discharge organizational requirements. Close coordination with Union leadership will be effected in taking such action.
- E. A safety Committee shall be set up on the Campus and at each Hospital. At least one member of each Committee shall be a Union representative.

Minutes of Safety Committee meetings shall be posted.

- F. The University shall provide safety shoes where their use is required by Management based on the recommendation of the appropriate Safety Committee.

## **ARTICLE XXII GENERAL**

- A. All employees may become members of the CINCO Federal Credit Union. Information concerning CINCO may be obtained through the Benefits Division of University Personnel.
- B. Tuition Remission Benefits (for courses taken at the University of Cincinnati):
  - 1. Full-time employees.
    - a. Remission of an amount up to the cost of six (6) regular credit hours per quarter.
    - b. Full remission may be granted for all courses taken within the limits imposed by the department head, dean, or vice president for those individuals working on a clearly defined degree program.



## **2. Part-time employees.**

Remission of an amount up to the cost of three (3) regular credit hours per quarter. This category includes those individuals who are employed on a less than full-time status and who receive regular compensation for their services.

## **3. Families.**

### **a. Families of full-time employees.**

1. Full remission for the employee's spouse.
2. Remission of instructional fee and nonresident surcharge in the following cases:
  - (i) Unmarried dependent sons and daughters.
  - (ii) Spouses and unmarried dependent sons and daughters of former employees who died while in the active service of the University.
  - (iii) Spouses and unmarried dependent sons and daughters of former employees who retired and received a retirement annuity or became completely disabled while in the service of the University.
3. Children eligible in Paragraph 3.a.2. above will also receive remission of twenty-five (25) percent of the cost of private music lessons taken for credit as electives.
4. Remission of one-half of the instructional fee upon acceptance at the Arlitt Child Development Center for sons and daughters of full-time employees.

5. Day care facilities are available to bargaining unit members through U-Kids and U.C. Child Care Center. Information can be obtained directly from those facilities.

- C. Bulletin Boards will be available as agreed upon for posting of Union notices. Such notices are subject to approval by the Personnel Department before posting.
- D. Contracting of Work: It is recognized that the University of Cincinnati has statutory and charter rights and obligations in contracting for matters relating to its operations. The right of contracting or subcontracting is vested in the University. The exercise of the University contracting or subcontracting rights includes essential public needs where it is uneconomical for University employees to perform said work. The University agrees that it will not lay off employees who have completed their probationary periods and have regular civil service status because of the exercise of its contracting and subcontracting rights. It shall not be considered a lay-off if the employee is transferred or given other duties at the same pay. If the University anticipates contracting work or services which may have an impact on bargaining unit employees, a meeting will be held with the Union for the purpose of discussing such contract.
- E. Employees who serve on the Union Negotiating Committee shall be paid for time spent in negotiations with University representatives during the regularly scheduled work hours of such employees. Such employees shall be assigned to the day shift for the period of negotiations.

The Committee shall number no more than twelve (12) members.

- F. The University agrees to save the Union harmless of any Civil Rights charges concerning the validity of employment tests administered.
- G. If a collective bargaining law is enacted by the State of Ohio which provides for the negotiations of an agency shop, the University agrees to negotiate on this question. This provision in no way commits the University to agreeing to an agency shop.
- H. Employees who must attend State reclassification hearings concerning their own position during scheduled work hours shall receive pay for these scheduled hours spent on State business.
- I. It is agreed that the wages, hours or working conditions as expressed in this Agreement will not be reduced.
- J. All Licensed Practical Nurses shall be eligible to attend, without loss of pay and when feasible, at the expense of the University, meetings or seminars which are approved by the University as being of benefit to the University and to the educational development of the Licensed Practical Nurses involved. The number of Licensed Practical Nurses who are authorized to attend any said seminar or meeting will be determined by the University and will be contingent upon the needs of patient care at the time.
- K. The University will maintain a professional liability program which covers Licensed Practical Nurses while performing duties assigned by the University Hospital for which they are paid by the Hospital.
- L. Uniforms.

The University will launder University-provided uniforms worn by those employees within the Department of

Physical Plant, Office of Residence Life, University Hospital and Christian R. Holmes Division.

Employees will be provided a reasonable number of uniforms per year. Uniforms must be neat in appearance and may not be worn other than during work time.

If a uniform is damaged due to non-job-related activities, the employee will pay for replacing the uniform.

- M. 1. There is hereby established an Advisory Committee made up of three (3) representatives selected by the Administration and three (3) selected by AFSCME.
2. The purpose of this Committee is to provide a method of communication between the Administration and AFSCME pertaining to matters of mutual concern and interest.
3. Meetings of the Advisory Committee will be held at least monthly. The Committee will establish its meeting times and administrative procedures. The parties may request the presence of anyone who may be of assistance in the consideration of any particular matter.
4. The Advisory Committee shall have no power to effect changes to any of the parties' collective bargaining agreement or to any other matter affecting employment status. In no case shall any matter considered by the Committee be subject to the grievance and arbitration procedures of the parties' collective bargaining agreement.
- N. A copy of the University Personnel Policies and Procedures Manual as applicable to the bargaining unit will be made available to the Union.

### **ARTICLE XXIII SAVINGS CLAUSE**

If any Article or Section of this Agreement or any addition thereto would be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE XXIV EMERGENCY WAIVER CLAUSE**

In cases of circumstances beyond the control of the University, such as an Act of God, war, flood, civil disaster, and other similar acts, affected portions of this Agreement will be automatically amended accordingly. In addition, and notwithstanding other Articles of this Agreement, Management reserves the right, during any such emergency, to assign or lay off employees to work without regard to their employment classification. Such assignments or lay offs may be subject to the grievance procedure upon termination of the emergency.

### **ARTICLE XXV TERMINATION**

- A. This Agreement shall be effective October 22, 1982, and shall continue in effect until October 22, 1984, and thereafter from year to year unless either party gives sixty (60) days' written notice prior to August 31, 1984, or any yearly anniversary date thereafter, to terminate this Agreement; provided, that should any applicable change be made in State Law that would be contrary to any provision herein, that provision would be automatically affected accordingly.

- B. Notwithstanding Section A, however, either party may give sixty (60) days' written notice prior to September 1, 1984, of intention to negotiate changes in base rates only for those employees in the Unclassified service.
- C. If a collective bargaining law becomes effective that allows for negotiations on wages for Classified employees, then this Agreement may be reopened for such purpose. Either party hereto shall have the right to reopen this Agreement by giving written notice to the other party. Said notice shall be given after said legislation is signed into law and prior to the effective date of the law. Such negotiations shall commence within ten (10) calendar days after notification.

FOR THE UNIVERSITY

FOR AFSCME:

*Billie S. Willits*

*William T. Endsley*

Billie S. Willits, Director  
Employee & Labor Relations

William T. Endsley, Adm. Asst.  
Ohio Council #8

Donna L. Ferneding, Specialist  
Employee & Labor Relations

Charles E. Hughes, Staff Rep.  
Ohio Council #8

Ellen Covert  
Richard C. Stevens  
Jean Dick  
Jane Christmas  
William Love

Rose Eva Anderson, President  
Martha Bell  
Herbert J. Yarborough  
Clarence Huckleby  
Andrew E. Solomon  
Daniel Petty  
Richard O'Neal  
Mamie L. Jones  
Anne Hamilton  
Sue Steele  
Joanna Edgley  
Helen Hyde

**APPENDIX I**  
**UNIVERSITY OF CINCINNATI**

(excluding employees paid by the University Hospital or Holmes Division.)

Air Quality Technician I (General Maintenance)  
Air Quality Technician I (Heat and Refrigeration)  
Air Quality Technician II  
Air Quality Technician II (General Maintenance)  
Air Quality Technician II (Heat and Refrigeration)  
Assistant Air Quality Technician  
Ambulance Operator I  
Ambulance Operator II  
Automotive Mechanic I  
Automotive Mechanic II  
Automotive Service Worker  
Building Superintendent I (Air Quality Technician)  
Building Superintendent I (Electrician)  
Building Superintendent I (General Maintenance)  
Building Superintendent I (Emergency Maintenance)  
Cashier I, II, Supv.  
Custodial Worker  
Custodial Worker (Window Washer)  
Delivery Worker I  
Delivery Worker II  
Electrician I (Elevator Maintenance)  
Electrician II (Elevator Maintenance)  
Assistant Electrician  
Electronic Technician I  
Electronic Technician II (Bowling Lane Technician I)  
Electronic Technician III (Bowling Lane Technician III)  
Equipment Operator I  
Equipment Operator II  
Groundskeeper I  
Groundskeeper II

**APPENDIX I**  
**UNIVERSITY OF CINCINNATI**

(excluding employees paid by the University Hospital or  
Holmes Division - Continued)

Groundskeeper III  
Laboratory Animal Aide  
Laboratory Animal Technician I  
Laboratory Animal Technician II  
Laborer  
Laborer Crew Leader  
Locksmith I  
Locksmith II  
Assistant Locksmith  
Mail Clerk/Messenger (Postal Clerk)  
Maintenance Repair Worker I  
Maintenance Repair Worker II  
Maintenance Repair Worker III  
Morgue Attendant  
Morgue Supervisor (Embalmer)  
Mover I  
Mover II  
Moving Supervisor (Truck Driver LD S/A)  
Parking Facility Attendant  
Sign Worker I  
Sign Worker II  
Storekeeper I  
Storekeeper II  
Storekeeper III  
Vehicle Operator I  
Vehicle Operator II



## **APPENDIX I**

### **UNIVERSITY HOSPITAL**

Account Clerk I  
Account Clerk II  
Activities Aide  
Ambulance Operator 1 & 2  
Air Quality Technician 1 & 2, and Asst.  
Cashier 1 & 2  
Chemical Storekeeper 1 & 2; Chemical Stores Clerk  
Claim Adjuster  
Claims Examiner 1, 2, 3, 4, Specialist; Claims Assistant  
Clerk I (Hostess)  
Clerk 1 & 2  
Clerical Specialist & Clerical Superv.  
Cook (Food Service Worker) 1 & 2  
Custodial Worker  
Custodial Worker Supervisor  
Data Entry Operator 1, 2, 3  
Data Processor 1, 2, 3  
Delivery Worker 1, 2  
Dental Assistant  
Electronic Technician 1, 2  
Fabric Worker 1, 2 & 3  
Food Service Worker  
Groundskeeper 1, 2 & 3  
Hospital Aide  
Laboratory Animal Aide  
Laboratory Technician 1 & 2  
Laundry Worker  
Laundry Supervisor 1 & 2  
LPN  
Locksmith 1 & 2  
Assistant Locksmith  
Machinist 1 & 2

## **APPENDIX I — UNIVERSITY HOSPITAL — CONTINUED**

Assistant Machinist  
Mail Clerk/Messenger  
Maintenance Rep. Worker 1, 2 & 3  
Morgue Attendant  
Mover 1 & 2  
Nursing Associate  
Nutrition Aide  
Office Machine Operator 1, 2 & 3  
Parking Facility Attendant  
Pharmacy Attendant  
Interim Pharmacist  
Physical Therapy Aide  
Physical Therapy Assistant  
Press Operator  
Printing Coordinator 1, 2  
Printing Machine Operator 1, 2, 3  
Printing Technician 1, 2  
Sheet Metal Worker 1, 2 (Welder)  
Sign Worker 1 & 2  
Statistics Clerk  
Stores Clerk  
Storekeeper 1, 2 & 3  
Telephone Operator 1 & 2  
Therapeutic Program Worker  
Typist 1 & 2  
Vehicle Operator 1 & 2  
X-Ray Developer

### **APPENDIX I HOLMES DIVISION**

Air Quality Technician I  
Air Quality Technician II

## **APPENDIX I — HOLMES DIVISION — CONTINUED**

Ambulance Operator 1 & 2  
Baker 1 & 2  
Cook 1 & 2  
Custodial Worker  
Custodial Worker Supervisor  
Fabric Worker 2 & 3  
Food Service Worker  
Groundskeeper 1, 2, 3  
Hospital Aide  
Inventory Control Specialist I  
Laborer  
Maintenance Repair Worker 1  
Maintenance Repair Worker 2  
Maintenance Repair Worker 3  
Nursing Associate  
Operating Room Technician  
Parking Facility Attendant  
Physical Therapy Aide  
Storekeeper 1, 2, 3  
Stores Clerk 1  
X-Ray Developer

Appendix I may not be all inconclusive at this time. In order to clearly indentify the bargaining unit a joint on-going study will be made. This study will start within 60 days of ratification of this agreement.

## APPENDIX II

### DISTRICT COUNCIL 8 — AFSCME AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

Name (Print) \_\_\_\_\_

Social Security No. \_\_\_\_\_ Dept. \_\_\_\_\_

Effective \_\_\_\_\_, I hereby authorize The University of Cincinnati, Ohio, to deduct from my earnings such sums as the District Council 8, AFSCME, AFL-CIO, may certify as due and owing from me as membership dues in such Union, and to pay such sum to said District Council 8. Upon notification by the Union in writing that the monthly dues have been changed, the University is authorized to change my deduction accordingly.

This authorization is irrevocable for a period of one (1) year from the first (1st) of August preceding the date of delivery hereof to the University or until the termination of my employment whichever occurs sooner; and this authorization shall be automatically renewed each first (1st) of August thereafter and shall be irrevocable for said periods of one (1) year unless written notice is given to the University within the first twenty days of July.

Date \_\_\_\_\_  
(Employee's Signature)

Address \_\_\_\_\_

## APPENDIX III SALARY SCALES

1982-83

Licensed Practical Nurse

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-Weekly	\$478.00	\$485.60	\$495.20	\$567.20	---
Hourly	5.95	6.07	6.19	7.09	

Licensed Practical Nurse Medications

Bi-Weekly	\$529.60	\$550.40	\$611.20	\$638.40	\$662.40
Hourly	6.62	6.88	7.64	7.98	8.28

1983-84

Licensed Practical Nurse

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6*</u>
Bi-Weekly	\$478.00	\$485.60	\$495.20	\$587.20	---	---
Hourly	5.95	6.07	6.19	7.34		

Licensed Practical Nurse Medications

Bi-Weekly	\$529.60	\$550.40	\$629.60	\$657.60	\$682.40	\$708.80
Hourly	6.62	6.88	7.87	8.22	8.53	8.86

1982-83 Operating Room Technician

3.5% above current salary.

1983-84 Operating Room Technician

3.5% above current salary.

\*Nurses on Step 5 as of 11/1/81 will move to Step 6 effective 10/30/83; nurses moving on to Step 5 after 11/1/81 will progress after two years to Step 6 on their anniversary date.

## **APPENDIX IV**

### **UNION BULLETIN BOARD LOCATIONS**

#### **University Hospital**

Laundry Lounge  
C Basement  
Entrance Hall Cafe  
Maintenance Area

#### **Holmes**

Basement — front elevator  
One other

#### **Clifton and Branch Campuses**

University Center  
Campus Services Building  
Teachers, Biology, and Pharmacy (2)  
OCAS  
Medical College  
CCM  
Science Complex (2) (includes one at Rhodes Hall)  
Raymond Walters  
Calhoun  
Siddal  
Daniel  
Sander  
Scioto

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All notices to be approved by Personnel Department or  
designated representative

## **MEMO. OF UNDERSTANDING, CHILD CARE CENTER**

The Union and the University Administration agree that a Subcommittee of the Advisory Committee will be appointed to research the feasibility of establishing a Child Care Center. This Subcommittee shall consist of two Union Representatives and two University Administrators.

It shall be the responsibility of the Subcommittee to investigate work previously completed on this subject and to develop a complete proposal including, but not limited to: Where the Center might be located; how many children are to be served and what ages; eligibility of parents; hours; staffing, administration and costs. The proposal shall also include a budget, and the Subcommittee shall ensure that the proposal meets all licensing and other legal requirements.

The Subcommittee will present the complete plan to the Advisory Committee for review and, if appropriate, submission to the University Administration.

## **MEMO. OF UNDERSTANDING, CAREER DEVELOPMENT**

1. The University and the Union recognize the need for the development and training of employees. Parties, therefore, agree to establish a Career Development Program to provide promotional opportunities for the work force. A committee shall be formed for this purpose.

This committee shall consist of not more than six members; three to be selected by the union, and three to be selected by the University. This committee shall be established within 30 days of the date on which a final agreement is reached by the University and the Union, and shall hold its first meeting within 30 days of its establishment.

The Union shall have representation on the Medical Center Parking Committee to assist with the study of parking related problems and recommendations.

6178-0086182F017-03





810508

JUNE 29, 1983

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/84

DIRECTOR OF EMPLOYEE RELATIONS  
UNIVERSITY OF CINCINNATI  
209 DYER HALL  
CINCINNATI , OH. 45221

RECEIVED

JUL 20 1983

PERSONNEL

PREVIOUS AGREEMENT EXPIRED  
OCTOBER 21, 1982

AUG 8 1983 - R

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Univ of Cincinnati Holmes & General Hosps LUS 217 & 1 WITH STATE, COUNTY, AND MUNICIPAL E  
OHIO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 1800
2. Number and location of establishments covered by agreement 5 Campuses
3. Product, service, or type of business Education, Health Care, Research
4. If your agreement has been extended, indicate new expiration date 10/22/84

William C. Lodge Acting Director / Labor Relations  
Your Name and Position  
M.L. #566 U. of Cincinnati 45267  
Address  
513-872-6371  
Area Code/Telephone Number  
City/State/ZIP Code